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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS - EASTERN DIVISION

SCHILON ALEXANDER,
Plaintiff,
v.

Case No.: 1:22-cv-1527

**Complaint for Damages:
Violation of Fair Credit
Reporting Act**

SANTANDER CONSUMER USA
INC.; TRANSUNION LLC; and
EXPERIAN INFORMATION
SOLUTIONS, INC.

Defendants.

Plaintiff, Schilon Alexander, by and through undersigned counsel, upon information and belief, hereby complains as follows:

I. INTRODUCTION

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on his consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.

II. PARTIES

2. Plaintiff is, and was at all times hereinafter mentioned, a resident of the County of Cook, Illinois.

1 3. At all times pertinent hereto, Plaintiff was a “consumer” as that term
2 is defined by 15 U.S.C. §1681a(c).

3 4. Defendant, Santander Consumer USA Inc. (“Santander”) is and at all
4 times relevant hereto was, a lending institution regularly doing business in the
5 State of Illinois.

6 5. At all times pertinent hereto, Defendant Santander is a “person” as
7 that term is defined in 15 U.S.C. §1681a(b) and also a “furnisher” of credit
8 information as that term is described in 15 U.S.C. §1681s-2 *et seq.*

9 6. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting
10 agency, licensed to do business in Illinois.

11 7. Defendant TransUnion is, and at all times relevant hereto was,
12 regularly doing business in the State of Illinois.

13 8. TransUnion is regularly engaged in the business of assembling,
14 evaluating, and disbursing information concerning consumers for the purpose
15 of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d), to third
16 parties.

17 9. TransUnion furnishes such consumer reports to third parties under
18 contract for monetary compensation.

19 10. At all times pertinent hereto, Defendant TransUnion was a “person”
20 and “consumer reporting agency” as those terms are defined by 15 U.S.C.
21 §1681a(b) and (f).

22 11. Defendant, Experian Information Solutions, Inc. (“Experian”), is a
23 credit reporting agency, licensed to do business in Illinois.

24 12. Defendant Experian is, and at all times relevant hereto was, regularly
25 doing business in the State of Illinois.

26 13. Experian is regularly engaged in the business of assembling,
27 evaluating, and disbursing information concerning consumers for the purpose
28 of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d), to third

1 parties.

2 14. Experian furnishes such consumer reports to third parties under
3 contract for monetary compensation.

4 15. At all times pertinent hereto, Defendant Experian was a “person”
5 and “consumer reporting agency” as those terms are defined by 15 U.S.C.
6 §1681a(b) and (f).

7 III. JURISDICTION AND VENUE

8 16. That the Court has jurisdiction over this action pursuant to 15 U.S.C.
9 § 1681p, the Fair Credit Reporting Act (“FCRA”).

10 17. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) and as
11 the Plaintiff resides in and the injury occurred in Cook County, Illinois and
12 Defendants do business in Illinois.

13 18. Personal jurisdiction exists over Defendants as Plaintiff resides in
14 Illinois, Defendants have the necessary minimum contacts with the state of
15 Illinois, and this suit arises out of specific conduct with Plaintiff in Illinois.

16 IV. FACTUAL ALLEGATIONS

17 19. Plaintiff is a consumer who is the victim of inaccurate reporting by
18 Defendants Santander, TransUnion, and Experian (collectively, “Defendants”),
19 and has suffered particularized and concrete harm.

20 20. Equifax, Experian, and Transunion are the three largest consumer
21 reporting agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

22 21. The CRAs’ primary business is the sale of consumer reports
23 (commonly referred to as “credit reports”) to third parties and consumers.

24 22. Experian and TransUnion have a duty, under the FCRA, to follow
25 reasonable procedures to ensure that the consumer reports they sell meet the
26 standard of “maximum possible accuracy.” 15 U.S.C. §1681e(b).

27 23. Plaintiff discovered a Santander account that did not belong to him
28 appearing on his credit reports, #300001 (the “Account”).

24. Plaintiff completed a Federal Trade Commission Identity Theft Report on February 7, 2022 reporting the fraudulent information associated with the Account for investigation and prosecution.

25. Plaintiff completed a police report on June 10, 2020 with the Chicago Police Department, under penalty of perjury, reporting the fraudulent information associated with the Account for investigation and prosecution.

26. The false information regarding the Account appearing on Plaintiff's consumer reports harms the Plaintiff because it does not accurately depict Plaintiff's credit history and creditworthiness, and vastly overstates his credit utilization.

PLAINTIFF'S WRITTEN DISPUTE

27. On or about February 8, 2022, Plaintiff sent a written dispute to TransUnion (“TransUnion Dispute”), disputing the inaccurate information regarding the Account reporting on Plaintiff’s TransUnion consumer report.

28. On or about February 8, 2022, Plaintiff sent a written dispute to Experian (“Experian Dispute”), disputing the inaccurate information regarding the Account reporting on Plaintiff’s consumer reports.

29. Upon information and belief, TransUnion and Experian forwarded Plaintiff's Dispute to Defendant Santander.

30. Upon information and belief, Santander received notification of Plaintiff's TransUnion Dispute and Experian Dispute ("Dispute Letters") from TransUnion and Experian.

31. Upon information and belief, Santander verified the erroneous information associated with the Account to TransUnion and Experian.

32. Santander failed to conduct an investigation, contact Plaintiff, contact third-parties, or review underlying account information with respect to the disputed information and the accuracy of the Account.

33. TransUnion and Experian each did not conduct an investigation,

1 contact Plaintiff, contact third-parties, or review underlying account
2 information with respect to the disputed information and the accuracy of the
3 Account.

4 34. Upon information and belief, Santander failed to instruct
5 TransUnion and Experian to remove the false information regarding the
6 Account reporting on Plaintiff's consumer reports.

7 35. TransUnion and Experian employed an investigation process that
8 was not reasonable and did not remove the false information regarding the
9 Account identified in Plaintiff's Dispute Letters.

10 36. At no point after receiving the Dispute Letters did Santander,
11 TransUnion, or Experian communicate with Plaintiff to determine the veracity
12 and extent of Plaintiff's Dispute Letters.

13 37. TransUnion and Experian relied on their own judgment and the
14 information provided to them by Santander rather than grant credence to the
15 information provided by Plaintiff.

16
17 **COUNT I - TRANSUNION**

18 **FAIR CREDIT REPORTING ACT VIOLATION - 15 U.S.C. §1681e(b)**

19 38. Plaintiff re-alleges and reaffirms the above paragraphs as though
20 fully set forth herein.

21 39. After receiving the TransUnion Dispute, TransUnion failed to correct
22 the false information regarding the Account reporting on Plaintiff's TransUnion
23 consumer report.

24 40. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to
25 establish or to follow reasonable procedures to assure maximum possible
26 accuracy in the preparation of the credit reports and credit files Defendant
27 TransUnion published and maintained concerning Plaintiff.

28 41. As a result of this conduct, action and inaction of Defendant

TransUnion, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

42. Defendant TransUnion's conduct, action, and inaction were willful, rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

43. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

44. Plaintiff is entitled to recover costs and attorneys' fees from Defendant TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT II - TRANSUNION

FAIR CREDIT REPORTING ACT VIOLATION - 15 U.S.C. §1681(i)

45. Plaintiff re-alleges and reaffirms the above paragraphs as though fully set forth herein.

46. After receiving the TransUnion Dispute, TransUnion failed to correct the false information regarding the Account reporting on Plaintiff's Experian consumer report.

47. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

48. As a result of this conduct, action and inaction of Defendant TransUnion, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks

1 damages in an amount to be determined by the trier of fact.

2 49. Defendant TransUnion's conduct, action, and inaction were willful,
3 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15
4 U.S.C. §1681n.

5 50. In the alternative, Defendant TransUnion was negligent, entitling
6 Plaintiff to recover damages under 15 U.S.C. §1681o.

7 51. Plaintiff is entitled to recover costs and attorneys' fees from
8 Defendant TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

9
10 **COUNT III – EXPERIAN**

11 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

12 52. Plaintiff re-alleges and reaffirms the above paragraphs as though
13 fully set forth herein.

14 53. After receiving the Experian Dispute, Experian failed to correct the
15 false information regarding the Account reporting on Plaintiff's Experian
16 consumer report.

17 54. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to
18 establish or to follow reasonable procedures to assure maximum possible
19 accuracy in the preparation of the credit reports and credit files Defendant
20 Experian published and maintained concerning Plaintiff.

21 55. As a result of this conduct, action and inaction of Defendant
22 Experian, Plaintiff suffered damage, and continues to suffer, actual damages,
23 including economic loss, damage to reputation, emotional distress, and
24 interference with Plaintiff's normal and usual activities for which Plaintiff seeks
25 damages in an amount to be determined by the trier of fact.

26 56. Defendant Experian's conduct, action, and inaction were willful,
27 rendering Defendant Experian liable to Plaintiff for punitive damages pursuant
28 to 15 U.S.C. §1681n.

1 57. In the alternative, Defendant Experian was negligent, entitled
2 Plaintiff to recover damages under 15 U.S.C. §1681o.

3 58. Plaintiff is entitled to recover costs and attorneys' fees from
4 Defendant Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

5
6 **COUNT IV - EXPERIAN**

7 **FAIR CREDIT REPORTING ACT VIOLATION - 15 U.S.C. §1681(i)**

8 59. Plaintiff re-alleges and reaffirms the above paragraphs as though
9 fully set forth herein.

10 60. After receiving the Experian Dispute, Experian failed to correct the
11 false information regarding the Account reporting on Plaintiff's Experian
12 consumer report.

13 61. Defendant Experian violated 15 U.S.C. §1681i by failing to delete
14 inaccurate information in Plaintiff's credit files after receiving actual notice of
15 such inaccuracies, by failing to conduct lawful reinvestigations, and by failing
16 to maintain reasonable procedures with which to filter and verify disputed
17 information in Plaintiff's credit files.

18 62. As a result of this conduct, action and inaction of Defendant
19 Experian, Plaintiff suffered damage, and continues to suffer, actual damages,
20 including economic loss, damage to reputation, emotional distress and
21 interference with Plaintiff's normal and usual activities for which Plaintiff seeks
22 damages in an amount to be determined by the trier of fact.

23 63. Defendant Experian's conduct, action, and inaction were willful,
24 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15
25 U.S.C. §1681n.

26 64. In the alternative, Defendant Experian was negligent, entitling
27 Plaintiff to recover damages under 15 U.S.C. §1681o.

28 65. Plaintiff is entitled to recover costs and attorneys' fees from

1 Defendant Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

2
3 COUNT V – SANTANDER

4 (Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b))

5 66. Plaintiff re-alleges and reaffirms the above paragraphs as though
6 fully set forth herein.

7 67. After receiving the Dispute Letters, Santander failed to correct the
8 false information regarding the Account reporting on Plaintiff's consumer
9 report.

10 68. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and
11 properly investigate Plaintiff's disputes of Defendant Santander's
12 representations; by failing to review all relevant information regarding
13 Plaintiff's disputes; by failing to accurately respond to credit reporting agencies;
14 by verifying false information; and by failing to permanently and lawfully
15 correct its own internal records to prevent the re-reporting of Defendant
16 Santander's representations to consumer credit reporting agencies, among other
17 unlawful conduct.

18 69. As a result of this conduct, action, and inaction of Defendant
19 Santander, Plaintiff suffered damages, and continues to suffer, actual damages,
20 including economic loss, damage to reputation, emotional distress, and
21 interference with Plaintiff's normal and usual activities for which Plaintiff seeks
22 damages in an amount to be determined by the trier of fact.

23 70. Defendant Santander's conduct, action, and inaction were willful,
24 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15
25 U.S.C. §1681n.

26 71. In the alternative, Defendant Santander was negligent, entitling
27 Plaintiff to recover damages under 15 U.S.C. §1681o.

28 72. Plaintiff is entitled to recover costs and attorneys' fees from

1 Defendant Santander pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

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3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against
6 Defendants for willful noncompliance of the Fair Credit Reporting Act and seeks
7 statutory remedies as defined by 15 U.S.C. § 1681 and demands:

- 8 A. Actual damages to be proven at trial, or statutory damages pursuant to 15
9 U.S.C. § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per
10 violation;
11 B. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's
12 willful violation;
13 C. The costs of instituting this action together with reasonable attorney's fees
14 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
15 D. Any further legal and equitable relief as the court may deem just and
16 proper in the circumstances.
17
18

19 Respectfully submitted this 23rd day of March, 2022.

20
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